

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Monroe D. Kiar, Town Attorney / (954) 584-9770

SUBJECT: Resolution

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA ENTERING INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND GRANDE CONSULTING, INC. TO REPRESENT THE TOWN OF DAVIE FOR LEGISLATIVE AND GOVERNMENTAL CONSULTING SERVICES.

REPORT IN BRIEF: The Town of Davie previously entered into an Agreement with Grande Consulting, Inc. to represent the Town of Davie for legislative and governmental consulting services dated October 15, 2003. Said prior Agreement has expired and it is the desire of the Town Council and of Grande Consulting, Inc. to enter into a new Agreement for providing such services for an additional twelve (12) month period commencing October 1, 2004.

PREVIOUS ACTIONS: Resolution R-2003-255 engaging Grande Consulting, Inc. to represent the Town of Davie for legislative and governmental consulting services.

CONCURRENCES: N/A

FISCAL IMPACT: \$36,000.00

RECOMMENDATION: Resolution and Agreement are suitable for Town Council Review.

ATTACHMENTS: Resolution, Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA ENTERING INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND GRANDe CONSULTING, INC. TO REPRESENT THE TOWN OF DAVIE FOR LEGISLATIVE AND GOVERNMENTAL CONSULTING SERVICES.

WHEREAS, it is in the best interest of the Town of Davie to obtain a lobbying consultant to represent the Town at the local county/municipal and State legislative levels regarding annexation issues and any/all other issues as requested; and

WHEREAS, the attached agreement (attached hereto as Exhibit A) provides for consultant services; and

WHEREAS, the expenditure of these funds for this representation will be expensed under the Legislative Services/Miscellaneous Account.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA,

SECTION 1. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ day of _____, 2004

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2004

AGREEMENT

THIS AGREEMENT made and entered into by and between the **TOWN OF DAVIE, a Municipal Corporation of the State of Florida**, hereinafter referred to as "TOWN", and **GRANDe CONSULTING, INC.**, collectively, hereinafter referred to as "CONSULTANT".

In consideration of the mutual covenants and promises which the parties set forth below, TOWN and CONSULTANT agree as follows:

1. EMPLOYMENT OF CONSULTANT.

TOWN hereby employs CONSULTANT for the purpose of providing lobbying services as may be directed by the TOWN through the office of the Town Administrator. The scope of such services shall include representing the TOWN at local county/municipal and state legislative levels beginning October 1, 2004, regarding the issue of annexations, and any/all other issues as requested by the TOWN. As to the issue of annexation, the consultant services will include tracking all Ad Hoc Committee on Annexation Meetings and all Broward Legislative Delegation Meetings/Activities; assisting/coordinating the public education annexation initiative campaign advocating annexation of proposed areas into the Town of Davie; coordinating meetings and lobbying State legislators/local elected appointed County, Municipal officials/related staff/community leaders in the proposed annexation areas to advocate the Town of Davie's position at the State Legislative and local Municipal/County levels.

CONSULTANT agrees that all reports and communications from CONSULTANT will be directed to the Town Administrator and Town Council. CONSULTANT shall submit periodic written reports to the Town Administrator and Town Council detailing plans, efforts and accomplishments on behalf of the TOWN. The report shall document all meetings and all relevant verbal and written communications carried out pursuant to this Agreement, if applicable. CONSULTANT agrees to appear periodically at Town Council meetings to formally report on CONSULTANT's activities.

2. COMPENSATION

TOWN agrees to pay CONSULTANT for such services up to a total of \$36,000.00 through September 30, 2005, for the twelve month period of this contract to be paid in equal payments of \$3,000.00 per month upon submission of an itemized statement each month describing the activities of the CONSULTANT on behalf of the TOWN.

No additional compensation for expenses is authorized by the terms of this Agreement. CONSULTANT shall provide services to the TOWN on a month-to-month basis approved each month in advance by the Town Administrator.

3. ASSIGNMENT

This Agreement , or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the Town Administrator.

4. CONSULTANT WITHOUT AUTHORITY TO BIND TOWN

TOWN and CONSULTANT agree that notwithstanding any other terms or provisions of this Agreement, CONSULTANT is without authority to bind the TOWN to any obligations, pledge, agreement or covenant. All final action of the TOWN required as a result of CONSULTANT's services, shall be approved by either the Town Administrator or the Town Council as appropriate by law.

5. TERMINATION

This Agreement may be terminated by the TOWN for any reason and with or without cause upon thirty (30) days written notice by the TOWN to the CONSULTANT of such termination in which event the CONSULTANT shall be paid its compensation for services performed to termination date. All finished or unfinished documents, studies, memoranda, and reports prepared by CONSULTANT shall become the property of TOWN and shall be delivered by CONSULTANT and TOWN.

6. NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested. The parties designate the following as the respective places for giving notice, to wit:

TOWN OF DAVIE
Town Administrator
Town of Davie
6591 Orange Drive
Davie, Florida 33314

CONSULTANT
Vincent Grande
GRANDe Consulting, Inc.
1821 NW 96th Terrace
Unit N
Pembroke Pines, Florida 33024

8. MODIFICATION

Any provision, covenant or condition of this Agreement may not be modified or waived unless in writing and duly executed by both parties to this Agreement.

9. EFFECTIVE DATE

This Agreement shall be effective October 1, 2004 and shall terminate as specified in Article 2, unless earlier terminated by the TOWN pursuant to Article 5 of this Agreement.

10. SEVERABILITY

All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

11. COMPLETE AGREEMENT AND WRITTEN DOCUMENT

This written Agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either TOWN or CONSULTANT other than contained herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

TOWN OF DAVIE

BY: _____
TOM TRUEX, Mayor

This ____ day of _____, 2004.

ATTEST:

TOWN CLERK

Approved as to form:

BY: _____
MONROE D. KIAR, Town Attorney

This ____ day of _____, 2004.

GRANDe CONSULTING, INC.

BY: _____
VINCENT GRANDe

This ____ day of _____, 2004.

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